

Task Order ID: 4QAA21119424  <b>Mod. 14</b> <b>Date: 01/22/2014</b>	CLIENT REP: Tina Christian Email: tina.b.christian.civ@mail.mil Phone: (b) (6)
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Project Name: Unit Level Logistics System – Aviation M (ULLS-A)(Enhanced)	GSA CUSTOMER ACCOUNT MANAGER: Patti Slay Email: patti.slay@gsa.gov Phone: (b) (6)
	GSA CONTRACTING OFFICER: Name: Raymond Barben eMail: Raymond.barben@gsa.gov Phone: (b) (6)
Type: Time and Material – Performance Based  Work Location: 800 Lee Avenue Fort Lee VA 23801-1718	Period of Performance: Base Year – 08/01/2011 – 07/31/2012 OY1 – 08/01/2012 - 07/31/2013 OY2 – 08/01/2013 – 07/31/2014 Six Month Extension 08/01/14 – 01/31/2015
<b>MODIFICATION LOG</b>	
<b>Modification 14</b>	<b>Is issued to de ob funds from Base Year, OY 1 and OY 2.</b>
Modification 13	Is issued to change contractor's name to Vencore and update GSA SCO contact information.
Modification 12	Is issued to add funding to extension and change POP end date in ITSS to 01/31/2015.
Modification 11	Is issued to execute a six (6) month extension, Section 5.2.2. CLIN0002AB is revised. Section 10 revised workload estimate and change GSA Contracting Officer to Donna Rounds.

Modification 10	Is issued to revise the GSA Contracting Officer's name to Faith Shelton, add (H)-SOFA Contract Clause and (I) CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK) and updated Sections.
Modification 09	Is issued to add incremental funding for OY 2 and revise Section 6.1 Performance Requirement Summary Table
Modification 08	Is issued to add incremental funding for OY 1 for Travel Expenses.
Modification 07	The purpose of this modification is to exercise Option Year 2 beginning 8/1/2013 through 7/31/2014 and update COR names.
Modification 06	The purpose of this modification is to add incremental funding in the amount of \$425,120.77 to Option Year 1 and update the client's names and GSA POCs. The Representation by Corporation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal law" was updated for FY13
Modification: 05	The purpose of this modification is to add incremental funding in the amount of \$811,594.20 to Option Year 1
Modification 04	The purpose of this modification is to exercise Option Year 1 beginning 8/1/2012 through 7/31/2013. The modification will also incorporate in the Performance Work Statement clause 252.209-799, "Representation by Corporation Regarding

	an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal law”.
Modification: 03	The purpose of this modification is to add incremental funding to the task in accordance with task clause Incremental Funding – Time and Materials/Labor Hours. No other changes are made or implied.
Modification Log: 02	The purpose of this modification is to add incremental funding to the task in accordance with task clause Incremental Funding – Time and Materials/Labor Hours. No other changes are made or implied.
Modification Log: 01	The purpose of this modification is to (1) Add incremental funding to the task in accordance with task clause Incremental Funding – Time and Materials/Labor Hours (2) Change the Sr. Contracting Officer to Donna Rounds and (3) Change the Customer Account Manager to Jennifer Metcalf. No other changes are made or implied.

**PERFORMANCE WORK STATEMENT**  
**Unit Level Logistics System – Aviation (Enhanced)**

**1.0 GENERAL**

**1.1 Introduction:** Work is to be accomplished for the Software Engineering Center-Ft Lee (SEC-Lee), herein referred to as Client, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division, Southeast Sunbelt Region. The client requires a contractor to perform a full range of service in support of Unit Level Logistics System – Aviation (Enhanced) (ULLS-A (E)). The Contractor shall provide project management, support for fielding, implementation training, and data conversion and provide functional and technical software development and sustainment, which includes requirements determination, configuration management, testing, security training, documentation, and customer assistance.

**1.2 Background Information.** The Software Engineering Center-Ft. Lee requires a contractor to continue the effort that allows ULLS-A (E) to act as the bridge between current functionality and the Enterprise Resource Planning (ERP) solution. The Contractor shall provide project management; support the immediate need for ULLS-A (E) fielding planning and strategy, provide support for fielding, implementation training, and data conversion and provide functional and technical software development and Sustainment support, which includes requirements determination, configuration management, testing, security, training, documentation, and customer assistance. Additionally, the Contractor shall provide program security management support and information vulnerability management support necessary to sustain, modify, and improve the deployed system's operational software.

**1.3 Task Management**

1.3.1 The GSA CO has authority to bind the Government, approve contractual modifications, and address all contractual matters pertaining to this task order. The client shall identify a Contracting Officer Representative (COR) and an Alternate Contracting Officer's Representative (ACOR). Management of this task will be performed by GSA through the COR. The COR will participate in project meetings and receive task order deliverables. The COR will provide technical assistance and clarification required for the performance of this task. Deliverables must be submitted through GSA's Web-Based Order Processing System (currently ITSS) for client approval.

**1.3.2 Contracting Officer's Representative (COR) Designation:** After task order award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.

**1.3.3 Key Personnel:** The contractor shall identify key personnel in their quote. The contractor shall submit resumes for any key personnel replacements and provide the

Government the right to review the resumes for final approval. Any substitution of key personnel must be of equally qualified individuals as those identified in the contractor's quote. The Program Manager and alternates shall be able to read, write, speak and understand English.

**1.4 Physical Security.** The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the close of each work period, government facilities, equipment and materials shall be secured.

**1.5 Quality Control.**

1.5.1 The Contractor shall establish and maintain a complete Quality Control Plan to ensure that requirements of the contract are provided as specified, and in accordance with SEC-Lee's Capability Maturity Model® Integration (CMMI). CMMI is a process improvement approach that provides organizations with the essential elements of effective processes. CMMI helps integrate traditionally separate organizational functions, set process improvement goals and priorities, provide guidance for quality processes, and provide a point of reference for appraising current processes.

**1.6 Quality Assurance.** The Government will evaluate the contractor's performance under this contract using the method of surveillance specified in Quality Assurance Surveillance Plan. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will obtain the contractor's representative's initials on the record of the observation. The COR will then submit a Contract Discrepancy Report.

1.6.1 Performance Evaluation Meetings. The contract manager may be required to meet periodically with the COR and contracting officer at the beginning of contract performance. Meetings will be scheduled as needed. The contractor may request meetings whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the contractor's manager, contracting officer and COR. The COR would be responsible for recording and distributing the minutes that occur. If the contractor does not concur with the minutes he shall state any areas of non-concurrence within five calendar days of receipt of the signed minutes.

**1.7 Hours of Operation.**

1.7.1 Normal Hours. The normal hours of operation are from 0800 to 1630 local (Fort Lee, VA time, Monday through Friday, excluding federal holidays and government facility closures.

1.7.2 Recognized Holidays. The following are recognized holidays that will affect contractor's performance: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus' Day, Veteran's Day, Thanksgiving Day, Christmas Day.

**1.7.3 Emergency Services.** For contingency operations and hostile area support, the contractor shall provide onsite customer assistance, as requested by SEC-Lee. This also includes training and fielding of ULLS-A (E) to deploying units, as necessary. When required, this will be covered by a separate modification.

**1.8 Conservation of Utilities.** The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions which preclude the waste of utilities. Employees shall be instructed to turn water faucets and lights off after the required usage has been accomplished.

**1.9 Phase In and Phase Out.** A transition period is scheduled for the one month period immediately prior to contract start date (phase in) and the one month prior to contract end date (phase out) to allow for orderly contract transition. In order to maximize the effectiveness of the transition process, and initial meeting between the Government's Contract Administrator and Contract Managers for both Contractors shall be held to address phase in and phase out requirements and responsibilities not later than 7 days into the phase in/phase out period, and subsequent meetings will be held as determined by the Contracting Officer, but not less than weekly thereafter. When an incumbent contractor is also the successor contractor, these meetings will not be waived, since the orderly transition from one work specification to another will also require significant management involvement in the transition process.

**1.9.1 PHASE IN.** During the phase in period, key contractor personnel shall be permitted to observe operation of the contractor and Government pertaining to this contract at no additional cost to the Government. The incoming contractor shall ensure that its phase in operations do not hinder or interfere with normal operations of the phase out contractor, and the maximum effort is made to avoid loss of productivity.

**1.9.1.2** During the phase in, the outgoing contractor shall transfer all work at contract start date to the successor contractor.

**1.9.2 PHASE OUT.** During the one month period immediately prior to the end of this contract, including options, or if the contractor is not awarded the subsequent contract for these services, the contractor shall permit his successor to observe and become familiar with any and all operations under this contract. The contractor shall remain responsible and liable for the completion of all requirements of this contract, which shall begin on or before the final day of this contract. The contractor shall not defer any requirements for the purpose of avoiding responsibility and transferring such responsibility to the successor, contractor or the Government. The contractor shall fully cooperate with the successor contractor and the Government, and shall not interfere with their work or duties. In accordance with Section 11 (G) FAR 52.237-5 Continuity of Services (Jan 1991).

**1.9.2.1 PHASE OUT PLAN.** The contractor shall provide the Contracting Officer with a phase out plan not later than 45 days prior to the contract end date. This plan shall detail disposition action for all furnishings.

**2.0 Definitions and associated Acronyms.** All technical terms, abbreviations, or acronyms used in the PWS have been defined in SECTION 5, SPECIFIC TASKS.

### **2.1 Standard Definitions.**

2.1.1 Acceptable Quality Level (AQL). The AQL is the maximum percent defective that, for purposes of sampling inspections, can be considered satisfactory.

2.1.2 Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

2.1.3 Contracting Officer's Representative (COR). An individual designated by the contracting officer to act as his representative to assist in administering a contract. The source and authority for a COR are contained in the written letter of designation.

2.1.4 Customer Complaint. This is a means of documenting certain kinds of contract service problems. A Government process that is explained to every organization that receives service under this contract, which is used to evaluate contractor's performance.

2.1.5 Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary (PRS).

2.1.6 Government-Furnished Property (GFP). Property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor.

2.1.7 Government Property. All property owned or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government furnished property and contractor acquired property as defined in FAR 45.101.

2.1.8 Government-Furnished Material (GFM). Material in the possession of, or directly acquired by, the Government and subsequently made available to the contractor.

2.1.9 Government Material. All material that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract, e. g., raw and processed materials, small tools, supplies component parts, raw and processed materials.

2.1.10 Government Property Administrator. An authorized representative of the Contracting Officer appointed in writing to administer contract requirements and obligations relative to government property (FAR45.101).

2.1.11 Lot. The total number of services output in a surveillance period, as defined in the Performance Requirements column of the PRS.

2.1.12 Performance Requirement. The point that divides acceptable and unacceptable performance. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will affect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services Clause.

2.1.13 Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance the contractor meets standards.

2.1.14 Quality Assurance (QA). Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

2.1.15 Quality Assurance Evaluator (QAE). A Government person responsible for surveillance of contractor performance.

2.1.16 Quality Assurance Surveillance Plan (QASP). An organized written document used for the quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor.

2.1.17 Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

2.1.18 Random Sampling. A sampling method in which each service output in a lot has an equal chance of being selected.

2.1.19 Sample. A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample rate.

2.1.20 Sampling Guide. The part of the QA surveillance plan that contains all the information needed to perform surveillance of the service outputs by the random sampling method of surveillance.

2.1.21 Tier I: A Baseline Configuration Control Board approved set of common Commercial off the Shelf (COTS) software and security settings that install from a CDROM or DVD. The software installation will leverage current industry scripting and other methods to provide a silent install routine that minimal user input. This software will install in either a "Catastrophic Rebuild" or "Upgrade" method. The catastrophic rebuild capability is a complete installation of all software. The upgrade capability consists of all



changes to software, firmware and security settings to make the required changes from the previous version of software to equal the catastrophic rebuild.

2.1.22 Tier II: A Baseline Configuration Control Board approved set of application specific software and security settings that install from a CDROM or DVD. The software installation will leverage current industry scripting and other methods to provide a silent install routine that minimal user input. This software will install in either a “Catastrophic Rebuild” or “Upgrade” method. The catastrophic rebuild capability is a complete installation of all software. The upgrade capability consists of all changes to software, firmware and security setting to make the required changes from the previous version of software to equal the catastrophic rebuild.

2.1.23 Tier III: A Baseline Configuration Control Board approved set of application specific security software and settings that install from a CDROM or DVD to support the SEC-Lee Information Assurance Program. The software installation will leverage current industry scripting and other methods to provide a silent install routine that minimal user input. This software will install in an “Upgrade” method which consists of all changes to software, firmware and security setting to make the required changes from the previous version of software to equal the catastrophic rebuild.

2.1.24 Tier IV: A Baseline Configuration Control Board approved set of hosted application software and security settings that install from a CDROM or DVD. The software installation will leverage current industry scripting and other methods to provide a silent install routine that minimal user input. This software will install in either a “Catastrophic Rebuild” or “Upgrade” method. The catastrophic rebuild capability is a complete installation of all software. The upgrade capability consists of all changes to software, firmware and security setting to make the required changes from the previous version of software to equal the catastrophic rebuild.

## **2.2 ACRONYM LIST**

ACERTS/CERTS – Army Computer Emergency Response Team/Computer Emergency Response Team

AIT – Automated Identification Technology

AQL – Acceptable Quality Level

ATO – Approval to Operate

BBP – Best Business Practices

CASCOM –

CBT – Computer Based Training

CCB – Configuration Control Board

CDB – Commanders Dashboard

CMMI-DEV – Capability Maturity Model® Integration for Development

COTS – Commercial off the Shelf

CPARS – Contractor Performance Assessment Reporting System

CSN – Customer Support Network  
CSSAMO – Combat Service Support Automation Management Office  
DIACAP – Department of Defense Information Assurance Certification and Accreditation Process  
EIT – Electronic and Information Technology  
EUM – End Users Manual  
FDCC – Federal Desktop Core Configuration  
GAIT – Government Acceptance and Interoperability Testing  
GFE/S – Government facilities, computer, equipment and supplies  
HWCI – Hardware Configuration Item  
IATO – Interim Approval to Operate  
IAVA - Information Assurance Vulnerability Alert  
IAVAS – Information Assurance Vulnerability Alerts  
IAW – In accordance with  
ICP – Interim Change Packages  
IMI – Interactive Media Instruction  
IPR – In-Process Reviews  
OTS – Over the Shoulder  
PDSS - Post Deployment Software Support  
POI – Program of Instruction  
POI – Programs of Instruction  
PPIRS – Past Performance Information Retrieval System  
SCI - Software Configuration Items  
SCP – Software Change Package  
SEI – Software Engineering Institute  
SIL – Software Integration Lab  
SM – System Manager  
SSAA – System Security Authorization Agreement  
STAMIS – Standard Army Management Information Systems  
STIGs – Security Technical Implementation Guides  
SUM – Software Users Manual  
ULLS – A -Unit Level Logistics System – Aviation  
XML – Extensible Markup Language

### **2.3 Technical Definitions peculiar to this PWS.** Refer to section 5, SPECIFIC TASKS

### **3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES.**

The Government will provide all delivered ULLS-A (E) software deliverables and documentation resulting from the existing ULLS-A (E) development contract; government facilities, government computers, equipment, and supplies (GFE/S), if required; and the applicable hardware and software to field ULLS-A (E). ULLS-A (E) will utilize Commercial off the Shelf (COTS) computers, in accordance with (IAW) the approved Hardware Configuration Item (HWCI).

#### **4.0 CONTRACTOR FURNISHED ITEMS AND SERVICES.**

Except for those items or services specifically stated to be Government furnished in Section 3, the contractor shall furnish everything required to perform this contract.

**5.0 SPECIFIC TASKS.** SEC-Lee requires a contractor to perform a full range of activities to provide software sustainment support of ULLS-A (E), and also provide support for fielding and implementation.

**SPECIFIC TASK DESCRIPTION: SEE EXHIBIT B FOR DELIVERABLES**

#### **CLIN0001 - Task 1**

##### **5.1 ULLS-A (E) POST DEPLOYMENT SOFTWARE SUPPORT (PDSS) SOFTWARE SUSTAINMENT SUPPORT.**

Software Sustainment support includes performing functional and technical design, conducting software development, providing configuration management, performing customer assistance support, maintaining documentation, performing risk management, conducting testing, establishing and maintaining quality assurance. All software development shall be accomplished through software change packages, Patches, Interim Change Packages (ICP) or System Change Packages (SCP); as directed by the Government. All functional and technical work shall be accomplished within the guidelines of the government policies and procedures governing the applicable Standard Army Management Information Systems (STAMIS). As directed by SEC-Lee, these services may include: testing Automated Data Processing (ADP) hardware; performing functional and diagnostic testing, software loading and integration, configuration control, software and hardware requirements, training, fielding of software, installing equipment, and collecting data. Additionally, Automated Identification Technology (AIT) and related devices may also be inclusive of the Integration services. Testing services include using legacy supply and maintenance systems as part of the integration testing.

##### **CLIN0001AA. 5.1.1 SOFTWARE MAINTENANCE**

The contractor shall perform functional and technical analysis, design, development, programming, Security Management and Testing in accordance with the government policies and procedures. The contractor shall provide the maintenance processes on the ULLS-A (E) software and implement modifications as defined within the approved government software change proposals. All contractor-developed software becomes the property of the U.S. Army upon delivery for Government Acceptance and Interoperability Testing (GAIT). Software maintenance includes but it is not limited to:

- **000101** Software changes required by DoD.
- **000102** Create, maintain and deliver to the government a software build capability that incorporates a tiered installation disk concept. (See Section 2.1 for definitions of the Tiers.) The government may elect to provide the Tier I software. The government will

inform the contractor prior to any development effort as to whether or not the contractor is responsible for the Tier I software build.

- **000103** Resolve helpdesk tickets that have been assigned an impact code of 1, 2, or 3.
- **000104** Provide technical support and hardware and software evaluation support to ensure viable commercial-off-the shelf (COTS) production hardware and software are readily available to maintain/extend ULLS-A (E) life until replaced by the objective system.

**CLIN0001AB.** 5.1.2 Configuration Management Support

The contractor shall provide configuration management support to ULLS-A (E) in accordance with government policies and procedures established in Army Regulation 25-1, Army Knowledge Management and Information Technology; Army Regulation -25-2, Information Assurance; MIL-HDBK-61A (SE), "Configuration Management Guidance" and the best commercial practices for configuration management written by the Institute of Electrical & Electronics Engineers, Standard 828-2005 (IEEE Std. 828-2005) for Software Configuration Management Plans.

**CLIN0001AC.** 5.1.3 Software Testing

The SEC-Lee ULLS-A (E) system management office conducts a GAIT of all software releases through the SEC-Lee Integration and Testing Facility. The GAIT includes a tactical communications test to verify that the new software retains its functional requirements when connected via current Army tactical communication systems. The contractor shall correct problems identified on Test Incident Reports (TIR) found during testing, as required by the Government. Throughout the project, the SEC-Lee Integration and Testing Facility will provide data for internal testing, GAIT testing, and tactical communication testing. The contractor shall provide, as needed, contractor personnel to assist in the government testing. Contractor shall ensure the full functionality of the new software. This effort shall require the contractor to perform internal software development testing. This includes new software requirements when directed by the government (such as Windows Vista and Window Server Enterprise Edition).

The government will provide the contractor with the hardware and software required to test ULLS-A (E) with the tactical communications that the Army is using (such as VSAT).

The contractor shall use automated load testing software for examining ULLS-A (E) system behavior and performance while simulating multiple users on the system at one time, when required by SEC-Lee. This will help determine whether or not hardware requirements meet specific customer needs.

**CLIN0001AD** 5.1.4 Securities

The contractor shall conduct management, test and implementation of current and future security processes and protective measures in accordance with applicable DOD and DA security publications. Security setting requirements for the software will be gathered from the Security Technical Implementation Guides (STIGs), Information Assurance Vulnerability Alerts (IAVA), Federal Desktop Core Configuration (FDCC) Standard; Vendor released Vulnerabilities and IA Best Business Practices (BBP). This support shall include but not be limited to Information Assurance

Vulnerability Alerts (IAVAS) and Army Computer Emergency Response Team/Computer Emergency Response Team (ACERTS/CERTS) messages and notifications. The contractor shall maintain the systems to meet requirements of AR 25-2 Information Assurance, DODD 8500.1 Information Assurance and DODI 8500.2 Information Assurance Implementation. The contractor shall be proficient in the Information Assurance (IA) tools and documents to ensure the ULLS-A (E) system complies with DISA Platinum standards for system security/

Systems changes will meet requirements sufficient to obtain an Approval To Operate (ATO) or Interim Approval To Operate (IATO) as determined at the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP). Systems using Windows will be configured in accordance with:

- Defense Information Systems Agency Security Technical Implementation Guide (STIG), Windows STIG
- Database STIG
- Systems using Windows should be configured in accordance with the National Security Agency (NSA).

Current guidance is:

- Most recent Windows Server Security Guide

Additionally, the contractor shall assist the government security personnel as required in documenting the various security features and Win 2003/XP/Vista templates and settings for the abbreviated System Security Authorization Agreement (SSAA) or Approval to Operate (ATO) that will be required for system Net worthiness certification.

In addition to the compliance requirements above, the contractor shall test and validate software updates for security, update security templates, and support the System Manager (SM) as requested for ULLS-A (E) Systems and security related issues.

#### **CLIN0001AE 5.1.5 Documentation**

The contractor shall develop and maintain both the functional and technical documentation, relevant to ULLS-A (E), as changes are required for ULLS-A (E) software Sustainment support. Functional and technical documentation requirements should be anticipated to correspond with software modifications. Each system will have Software User Manuals (SUM), System Support Reference Guide (SSRG) and System Interface Guides as required for any existing interfacing with other systems. As funding permits, develop web enabled interactive media instruction (IMI). A Leaders Guide will be provided to each customer supervisor/manager. The contractor shall also provide Quick Start Guides and data Conversation Handbooks. The contractor shall provide the documentation and manuals, on a CD, to the System Manager and COR, so that the Government is able to utilize them as standalone documents or for reproduction and distribution as the government deems fit. All documentation delivered to the government is the property of the Government. When IMI is developed, IMI tutorials shall be web-enabled.

The manuals must include screenshots, graphics, diagrams, hyperlinks, and a Table of Contents (TOC). Manuals shall be converted for distribution so that modifications cannot be made without SEC-Lee approval.

For each version and SCP release, the contractor shall provide the updated Software User Manuals (SUM), System Support Reference Guide (SSRG), and System Interface Guides. The manuals shall be comprehensive manuals and shall allow users to use the system with little or no formal training. Additionally, the Contractor shall provide the Software Version Description for and with the current version release of ULLS-A (E). In addition to the normal software releases, the contractor shall release the updates to the manuals as directed by the SM. A list of the documentation the contractor shall be responsible for is in the table below:

<b>Documentation</b>	<b>Frequency of Release</b>
System User Manual for ULLS-A (E) (PROJ-ULLSA-SUM-0021, Rev C)	Version, SCPs, as directed by SEC-Lee
System User Manual for ULLS-A (E) Supply (PROJ-ULLSA-SUM-0047, Rev B)	Version, SCPs, as directed by SEC-Lee
System User Manual for ULLS-A (E) Interface (PROJ-ULLSA-SUM-0017, Rev D)	Version, SCPs, as directed by SEC-Lee
System Support Reference Guide for ULLS-A(E) (PROJ-ULLSA-SSRG-0015, Rev J)	Version, SCPs, as directed by SEC-Lee
Software Version Description for ULLS-A(E), Release XX.XX.XX (PROJ-ULLSA-SVD-0082, Rev B)	Required for each new version released, as directed by SEC-Lee
Software Users Manual for Commanders Dashboard (CDB) (PROJ-CDB-SUM-0019 Rev New)	Version, SCPs, as directed by SEC-Lee
Leader's Guide / Quick Start Guides TBD	Version, SCPs, as directed by SEC-Lee
CBT Upgrades TBD	Version, SCPs, as directed by SEC-Lee
Tutorial/IMI Upgrades TBD	Version, SCPs, as directed by SEC-Lee

#### **CLIN0001AF. 5.1.6 Customer Assistance**

The contractor shall provide functional and technical telephonic customer assistance (CA) Monday through Friday, forty hours per week for ULLS-A (E) users, CONUS and OCONUS, on all production hardware and operating systems for the ULLS-A (E) baseline. The contractor shall assist in the resolution of ULLS-A (E) trouble tickets and enters Trouble Ticket resolution details into Ticket TrackR (or the government's CA automation system of choice) for future reference by other CA performers. The contractor shall provide onsite customer assistance, as requested by the SEC-LEE COR. When required, this will be covered by a separate modification to this contract. The contractor shall adhere to all SEC-Lee Customer Support Network (CSN) procedures and policies, as defined by the Government.

The contractor shall provide recommendations for enhancing the ULLS-A (E) system performance on captured help desk information through trend analysis of case history and resolutions.

The contractor shall provide a monthly written report on customer assistance performance/activity no later than five (5) business days after the end of the month beginning the first full month after the effective date of the contract. The COR and the contractor shall mutually agree to the format of this report.

**Option 000101** If requested, and at an additional cost, the contractor CA work week shall be modified to provide up to 24-hour customer assistance in order to provide full support to units in varying time zones, on the days specified that will support each time zone (i.e. Sunday-Friday for Afghanistan). When required, this will be covered by a separate modification.

Within the existing SEC-Lee Customer Support Network (CSN), the Contractor shall provide subject matter experts to resolve problems concerning software coding (for technical and functional problems). The contractor shall adhere to all CSN procedures and policies, as defined by the Government.

#### **CLIN0001AG 5.1.7 Meetings**

The contractor shall participate in all scheduled contract team reviews, evaluation analysis, walkthrough, status meetings, configuration control meetings, weekly management meetings, In-Process Reviews (IPR) meetings, and any other related meetings as directed by the SEC-LEE COR. Additionally, the contractor shall provide briefings and application demonstrations CONUS/CONUS as requested by SEC-LEE, estimated 3-4 per month.

The contractor shall conduct a monthly Baseline Change Control Board (BCCB) with representatives from SEC-LEE, CASCOT, and the Software Integration Lab (SIL). The contractor shall provide the System Manager (SM) with the resulting minutes from each board meeting within 24hrs of its conclusion.

If SEC-Lee and CASCOT approve enhancements in accordance with the BCCB and CCB processes, the work shall be conducted under Task 3. The number of enhancements that could be approved cannot be anticipated. They could represent a substantial increase to the cost of the resulting contract. They are to be considered within the scope of the contract and will be covered by separate modifications.

#### **CLIN0001AH 5.1.8 Project Management**

The contractor shall designate a person(s) to serve as the primary point(s) of contact and who is responsible for the cost, and functional and technical performance described within this PWS. The Contractor shall maintain the existing program management plan to include all annexes, milestones and regularly scheduled program reviews to SEC-Lee. The Program Management Plan (PMP) is a living document, which the Government has access to at all times. PMP update shall be provided 15 days after the completion of each monthly program update, to include; updated development, fielding, training, and help desk metrics IAW SEC-Lee approved format. SEC-Lee

ULLS-A (E) SM will also have access to the software developers on a daily basis to monitor progress and identify concerns.

The contractor shall meet or exceed the Software Engineering Institute's (SEI) Capability Maturity Model® Integration for Development (CMMI-DEV) Level 3 Appraisal Rating.

**CLIN0001AI 5.1.9 Equipment**

The government will provide the contractor test lab the equipment necessary for a full range of STAMIS testing scenarios with ULLS-A (E):

- Current Legacy Equipment (Hardware and Software)
- Current Fielded Equipment (Hardware and Software)
- New Equipment (Hardware and Software)

**CLIN0001AK. 5.1.10 Travel**

Travel is required to fulfill the services outlined under this task. Travel, meals, and incidental expenses will be reimbursed based on actual cost incurred up to the limits of the Joint Travel Regulation rates.

**CLIN0001AL 5.1.11 Other Direct Costs**

The contractor shall provide the government with ODC for approval under this task.

**MATERIAL COST**

BASE PERIOD \$10,000.00

OPTION YR 1 \$11,000.00

OPTION YR 2 \$10,000.00

**CLIN0002**

**TASK 2 5.2 ULLS-A (E) FIELDING-(COMPLETED AS SCHEDULED)-& TRAINING IMPLEMENTATION.**

This task includes the Training, Fielding and Implementation of ULLS-A (E). As new software enhancements are made, the training and fielding requirements under Task 2 will be updated through SEC-LEE to account for new requirements. The number of new enhancements cannot be determined at this time. However, these actions may result in significant increases in the cost and ceiling of any resulting contract; especially for the work to be performed under task 3. These increases will be considered to be within the scope of the contract and will be covered by separate modifications.

Significant increases may also result in the area of training and fielding, such as the merger of ULLS-A (E) with UAS. The need to accelerate fielding of ULLS-A (E) and/or to add additional units in order to meet the operational needs of the Army may dictate a surge of support services. These surges may result in significant increases in the number of fielding teams and associated personnel and resources needed. The extent of these surges cannot be determined at this time, but can significantly increase the ceiling cost of the contract. The contractor must have the ability to respond to these surges in a timely manner. These surges will be considered to be within the scope of the contract and will be covered by separate modifications.



The contractor shall provide matrix support personnel to the SEC-Lee system management office to provide on-site expertise with regard to ULLS-A (E) to address technical, security, IT, and functional concerns.

**CLIN0002AA. 5.2.1 Training**

In addition to design, development, and delivery of all implementation training material to support the initial fielding of ULLS-A (E) described in Task 2, the contractor shall provide maintenance of the Program of Instruction, lesson plans, practical exercises, interactive screen help, to correspond with software modifications. If funding and development is approved by the government, maintain Interactive Media Instruction (IMI) Tutorials.

The government will provide the equipment necessary to conduct training and fielding. The government will provide the contractor with Programs of Instruction (POI) and lesson plans within 30 days of contract award, which meet CASCOT TD standards.

The standard Fielding and Implementation is outlined below:

- Training is critical to the implementation of the new systems. A combination of senior and junior instructors is required to adequately train users. Senior Instructors shall be certified and have a minimum of three years experience. Junior Instructors shall have on the job experience and be familiar with **STAMIS systems such as ULLS-A (E), SAMS-1(E), SAMS-2(E), and SAMS-I (E).** The contractor shall develop an internal instructor training and quality control plan. Current ULLS-A (E) training courses are listed below.

Course Type	Duration
ULLS-A (E) Automated Quality Control Course	32 Hours
ULLS-A (E) Automated Production Control Course	32 Hours
ULLS-A (E) Automated Phase Team Leader Station and Phase Team Work Station Course	16 Hours
ULLS-A (E) Automated Technical Supply Course	24 Hours
ULLS-A(E) Automated Back Shops Course	16 Hours
ULLS-A(E) Automated Flight Operations and Decision Support System Course	8 Hours
ULLS-A (E) Automated Aircraft Logbook Course	8 Hours
ULLS-A (E) Combat Service Support Automation Management Office (CSSAMO) Course	32 Hours

**CLIN0002AB. 5.2.2 Software release support/implementation.** Provide post data conversion Over the Shoulder (OTS) training for 2 weeks, or as requested by the unit and approved by SEC-Lee. .

The following ULLS-A(E) customer onsite software release assistance support travel is anticipated. Anticipate each trip to last two weeks with three personnel. Travel is not limited to the sites listed below.

Location CONUS	Installation
FT. Hood, TX – 1 CAV CAB	ULLS-A (E)
FT . Campbell, KY – 159 CAB - 2	ULLS-A (E)
FT. Carson, CO – 4 CAB	ULLS-A (E)
Ft. Drum, NY – 10 CAB	ULLS-A (E)
Korea – 2 CAB	ULLS-A (E)
FT. Irwin, CA - NTC	ULLS-A (E)
Germany – 12 CAB & USAREUR Aviation SiteSitSites	ULLS-A (E)
HAAF, GA - 3 ID CAB	ULLS-A(E)
JBLM, WA - 16 CAB	ULLS-A(E)
HI - 25 ID CAB 4 personnel	ULLS-A(E)

Training updates that coincide with normal software releases, the government may request the following from the contractor:

**CLIN0002AC. 5.2.3 Subject Matter Expert Support Team**

The contractor shall provide additional training support (separate from Fielding) for ULLS-A (E) to SEC-Lee through Subject Matter Expert support. This team shall be responsible for maintaining the POIs and Lesson Plans, as well as be prepared to respond to requests for training and over the shoulder support (separate from that conducted at ULLS-A (E) fielding) as directed by SEC-Lee. The team shall consist of a range of subject matter experts in logistics and ULLS-A (E). Team duties will include field support to the help desk.

**CLIN0002AD. 5.2.4 Meetings**

The contractor shall participate in all scheduled contract team reviews, evaluation analysis, walk-through, status meetings, configuration control meetings, weekly management meetings, In-Process Reviews (IPR) meetings, and any other related meetings as directed by the SEC-Lee COR. Additionally, the contractor shall provide briefings and demonstrations CONUS/CONUS worldwide, and provide their record of meeting minutes within 24hrs of each meeting's conclusion.

**CLIN0002AE. 5.2.5 Project Management**

The contractor shall designate a person(s) to serve as the primary point(s) of contact and who is responsible for the cost, and functional and technical performance described within this PWS. The Contractor shall maintain the existing program management plan to include all annexes, milestones and regularly scheduled program reviews to SEC-Lee. The Program Management Plan (PMP) is a living document, which the Government has access to at all times. PMP update shall be provided 15 days after the completion of each contract year period of performance.

**CLIN0002AF. 5.2.6 Travel**

Travel is required to fulfill the services outlined in task 2 of this PWS. Travel, meals, and incidental expenses will be reimbursed based on actual cost incurred up to the limits of the Joint Travel Regulation rates.

**CLIN0002AG. 5.2.7 Other Direct Costs**

The contractor shall provide the government with ODC for approval under this task.

**MATERIAL COST**

BASE PERIOD \$10,000.00

OPTION YR 1 \$11,000.00

OPTION YR 2 \$10,000.00

Six Months Extension \$5,000.00

**CLIN0002AH. 5.2.8 Matrix Support**

The contractor shall provide matrix support personnel to the SEC-Lee system management office at Fort Lee, to provide on-site expertise with regard to ULLS-A (E) to address technical, security, and functional concerns.

**CLIN0003-**

**Task 3. 5.3 ULLS-(E) ENHANCEMENTS**

**CLIN0003AA. 5.3.1 Software Development**

The Contractor shall support enhancements to ULLS-A (E) as separately funded modifications. The number of new enhancements cannot be determined at this time. However, these actions may result in significant increases in the cost and ceiling of any resulting contract. These increases will be considered to be within the scope of the contract under this task and will be covered by separate modifications. In addition to supporting government testing and development effort, the contractor shall continue to perform functional and technical analysis, design, development, programming, and Security Management and, in accordance with the government policies and procedures. The contractor shall assist in the resolution of testing trouble tickets and be expected to analyze, design, provide impact analysis, programs fixes, and test the changes associated with any enhancement. BCCB procedures as listed in Task 5.1.

**5.3.2 Configuration Management**

The contractor shall expect to analyze, design, program, and test changes, which support only the change packages approved by SEC-Lee. The contractor will be expected to follow the normal system change package release procedures to support testing and release currently in place for all STAMIS, unless specifically directed by the SEC-Lee COR.

The contractor shall create, maintain and deliver to the government a software build capability that incorporates a tiered installation disk concept. (See Section 2.1 for definitions of the Tiers.) The government may elect to provide the Tier I software. The government will inform the contractor prior to any development effort as to whether or not the contractor is responsible for the Tier I software build.

**5.3.3 Program Enhancements**

ULLS-A (E) enhancements that occur under this task may be accompanied by training, fielding, and documentation updates, under Task 2.

Any modification that meets the following criteria will be considered an enhancement to the ULLS-A (E) baseline:

- Have been assigned an impact code of 4 or 5.
- Must be approved by the STAMIS Configuration Control Board (CCB).
- Requires HQDA approval and funding

Enhancements to the ULLS-A (E) software awaiting government decision and funding include but are not limited to:

- Option 000305 Merging of the ULLS-A (E) with the Unmanned Aircraft System (UAS)
- Option 000306 Incorporate Item Unique Identification (IUID) requirements into the ULLS-A (E) baseline and expand current serial number field.
- Option 000307 The addition of the Exchange Pricing (EP) capability to the ULLS-A (E) supply module.
- Option 000308 The addition of OH58A/C baseline charts.
- Option 000309 Accommodate the interface to the Platform Maintenance Environment (PME) and the Platform Maintenance Application (PMA).
- Option 000310 The addition of a Maintenance Engineering Calls capability.
- Option 000311 The addition of the capability to enter multiple labor rates and remove PLL.
- Option 000312 Support 2-level Maintenance.

After notification from SEC-Lee that an enhancement will be made, the contractor shall provide SEC-Lee with an impact assessment on the contract within 15 days. The contractor shall expect to analyze, design, program, and test the changes, which support only the change packages approved by SEC-Lee. The contractor will be expected to follow the normal system change package release procedures to support testing and release currently in place for all SEC-Lee managed STAMIS, and shall meet the standard of the Army Gold Master operating system functionalities unless specifically directed by the SEC-Lee COR.

#### 5.3.4 Security and Information Assurance Management

1. The contractor shall conduct management, test and implementation of current and future security processes and protective measures in accordance with applicable DOD and DA security publications. Security setting requirements for the software will be gathered from the Security Technical Implementation Guides (STIGs), Information Assurance Vulnerability Alerts (IAVA), Federal Desktop Core Configuration (FDCC) Standard; Vendor released Vulnerabilities and IA Best Business Practices (BBP). This support shall include but not be limited to Information Assurance Vulnerability Alerts (IAVAS) and Army Computer Emergency Response Team/Computer Emergency

Response Team (ACERTS/CERTS). This work is primarily at the contractor's facility or near Ft. Lee, VA as applicable.

2. The contractor shall conduct management, test and implementation of current and future security processes and protective measures in accordance with applicable DOD and DA security publications. This support shall include but not be limited to Information Assurance Vulnerability Alerts (IAVAS) and Army Computer Emergency Response Team/Computer Emergency Response Team (ACERTS/CERTS).
3. Project Management, Configuration Management Support, Software Testing, Meetings, Security and Travel, in support of approved ULLS-A (E) enhancements shall be accomplished according with Task 1 of this PWS.

**CLIN0003AE. 5.3.5 Training**

In addition to design, development, and delivery of all implementation training material to support the initial fielding of any major enhancement to ULLS-A (E), the contractor shall provide training material development to include developing and/or updating government provided Program of Instruction, lesson plans, practical exercises, exams, interactive screen help, and web enabled IMI tutorials (when implemented) to correspond changes identified during government testing.

**CLIN0003AF. 5.3.6 Documentation**

The contractor shall provide corrections and maintain both the functional and technical documentation, relevant to the ULLS-A (E) enhancement and training materials to correspond changes identified during government testing. All documentation delivered to the Government is the property of the Government.

**CLIN0003AG. 5.3.7 Deliverables**

See Exhibit B for a list of deliverables under this contract. Each deliverable shows which task applies.

**CLIN0003AK. 5.3.8 Other Direct Costs**

The contractor shall provide the government with ODC for approval under this task.

**MATERIAL COST**

BASE PERIOD \$10,000.00

OPTION YR 1 \$11,000.00

OPTION YR 2 \$10,000.00

**5.4 MANPOWER REPORTS**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collections site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The

contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>. The required information includes:

1. Contracting Office, Contracting Officer, Contracting Officer's Representative
2. Contract number, including task and delivery order number
3. Beginning and ending dates covered by reporting period
4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
5. Estimated direct labor hours (including subcontractors)
6. Estimated direct labor dollars paid this reporting period (including subcontractors)
7. Total payments (including subcontractors)
8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different)
9. Estimated data collection costs
10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army requiring Activity is responsible for –providing the contractor with its UIC for the purposes of reporting this information.
11. Locations where contractor and subcontractor perform the work (specified by zip code in the United States and nearest city, country, when in an overseas locations, using standardized nomenclature on website
12. Presence of deployment or contingency contract language
13. Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance, not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

**5.5 The Department of Defense (DoD)** has implemented the Synchronized Pre-deployment & Operational Tracker (SPOT) as the single source to track deployed personnel supporting DoD military operations CONUS/OCONUS ~~worldwide~~. SPOT is a scalable, net-centric, Web-based application that provides the capability to maintain accountability and report status for deployed personnel across the military, civilian, and contractor communities. The contractor shall register in SPOT (<https://spot.altess.army.mil>) in order to obtain Letters of Authorizations (LOA) to travel in support of military operations CONUS/OCONUS ~~worldwide~~.

Access to SPOT is restricted to authorized, registered users. Users must have a SPOT-generated password account, common access card (CAC), Army Knowledge Online (AKO) account, DoD

certification or other approved credential (software certification) to access the system. The Government will provide a copy of the user's guide.

## **5.6 Travel**

Costs for transportation shall be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel in accordance with the Joint Travel Regulations (JTR). Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. The Government Task Leader (GTL) shall approve all necessary travel meeting the above criteria in advance. The Contracting Officer or his Designee shall approve exceptions to these guidelines in advance. The contractor shall submit a trip report within 10 workdays after completion of any trip. The contents and format of the report are to be agreed upon between the parties. For proposal purposes the following Exhibit A is provided:

## Exhibit A

Contract Tasks	Estimated Trips	Broad idea about the place or places the contractor will have to travel to perform each of those tasks
<b>Task 1 ULLS-A (E) PDSS Software Sustainment Support</b>	<b>3 Trips/month</b> (Various lengths & Number of Travelers)	Locations CONUS/OCONUS <del>worldwide</del> to support on-site Customer Assistance; and to locations to support systems change package coordination meetings and testing requirements.
<b>Task 2 ULLS-A (E) Fielding and Implementation. Travel required to support training.</b>	See para. 5.2 of PWS	Locations CONUS/OCONUS <del>worldwide</del> (and to all Service Components; Active, Reserve, and NGB)
<b>Task 3 ULLS-A (E) Enhancements</b>	<b>3 Trips/month</b> (Various lengths & Number of Travelers)	Locations to support systems change package coordination meetings and testing requirements.
<b>Meetings</b>	<b>3 Trips/month</b> (Various lengths & Number of Travelers)	Locations CONUS/OCONUS <del>worldwide</del> to support program requirements.
<b>Project Management</b>	<b>3 Trips/month</b> (Various lengths & Number of Travelers)	Locations CONUS/OCONUS <del>worldwide</del> to support project requirements such as meetings, demonstrations, and program reviews.

5.6.1 Locations and duration of travel cannot be established at this time and therefore a travel budget is being estimated.

Base Year	\$2,600,000.00
Option Year One	\$2,400,000.00
Option Year Two	\$2,200,000.00
Six Month Extension	\$200,000.00

**All travel estimates shall be inclusive of G&A cost.**

## 5.7 Contract Management

### 5.7.1 Task Execution Plan



The contractor shall provide a proposal in response to this PWS. The effort shall be proposed on a Time & Material Contract. Please note: Estimates to support the ULLS-A (E) fielding, conversion, and user training should be based on the training course estimated times in Table 1. Travel estimates should include the Contractor's estimated number of trips and number of travelers to support the ULLS-A (E) fielding and other estimated project travel; and based on estimated per diem rate, airfare and rental car cost for each trip in accordance with the Joint Travel Regulation (JTR).

## **5.8 Security**

Contractor personnel shall be required to follow local procedures and policies including protection of classified information, building physical security, and attending required security/safety briefings.

## **5.9 Priority of Work**

The contractor shall perform assigned tasks in a prioritized manner as established by the SEC-LEE COR in coordination with the Government Task Leader (GTL).

## **5.10 Location of Work**

The work to be executed will be primarily conducted in the contractor's facilities, with limited contractor representation at or near Ft. Lee, VA. Contractor personnel performing work within government facilities shall maintain a security clearance.

## **5.11 Deliverables**

The Contractor shall review, update and provide recommended changes to the existing documentation for accuracy, applicability, theoretical, and practical validity.

## **5.12 Period of Performance**

The period of performance begins upon contract award. There will be a one base period plus two option years (the work in the option shall be the same as in the base year  
Six Month Extension 08/01/14 – 01/31/2015.

## **5.13 Inspection and Acceptance**

Inspection and acceptance of all deliverables shall be at destination. The Government (person designated by SEC-Lee) will review, accept, or reject all deliverables within thirty (30) calendar days after receipt. Contractor shall correct any deficiencies found by the Government within fifteen (15) calendar days. The Government will respond to the contractor not later than 10 calendar days from the receipt of the contractor's response covering corrections made.

## **6.0 APPLICABLE PUBLICATIONS AND FORMS**

As listed in section 5 under each task.

## **6.1 PERFORMANCE REQUIREMENTS SUMMARY**

The purpose of the exhibit is to:

6.1.1 List the contract requirements considered most critical to acceptable contract performance.

6.1.2 Show the maximum allowable degree of deviation (Acceptable Quality Level or AQL) from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.

6.1.3 Set forth the primary surveillance methods the Government will use to evaluate the Contractor's performance in meeting the contract requirements.

6.2. The Government's surveillance methods are based on periodic, validated customer comment inspection, and 100 percent inspection.

6.3. The criteria for acceptable and unacceptable performance are as follows:

6.3.1 The criteria for non-sampled/unscheduled evaluations are the level of performance deemed acceptable to the Government. When the number of defects in the Contractor's performance discovered by the COR exceeds the unacceptable criteria level, the Contractor shall be required to complete a Contract Discrepancy Report (COR). The COR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. In accordance with the Inspection of Services Clause, the Contractor shall not be paid for services not rendered in accordance with the standards set forth in this contract.

6.3.2 Other Requirements. The use of the COR as described above applies to these requirements as well.

6.4. Contract Payment. Monthly payments to the Contractor will be reduced for unsatisfactory performance, using the following methods:

6.4.1 Each month, Contractor performance will be compared to contract standards and AQL using the Quality Assurance Surveillance plan.

6.4.2 If performance in any required service is unsatisfactory, and the poor performance is clearly the fault of the Contractor, an amount of money up to the percentage cost of the service.

6.5. The rights and remedies of the Government described in this section are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its right under the Inspection of Services Clause and the Termination for Default Clause. Any deductions pursuant to the Performance Requirements Summary shall reflect the reduced value of services performed hereunder. The Contractor shall not be relieved of full performance of the services hereunder.

**Performance Requirements Summary Table**

<b>Performance Objectives</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>
PWS 5.1 & 5.3.1 - The contractor shall provide full range software development support for the ULLS-AE program and implement modifications as defined within the approved government software change proposals	All software development and related services performed IAW approved schedule and quality requirements.	Software development support performed on schedule and within quality parameters.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.1.1 - The contractor shall provide the maintenance processes on the ULLS-AE software and implement modifications as defined within the approved government software change proposals.	All software changes and related documentation delivered IAW approved development schedule and quality requirements.	Development schedules met with zero slippage unless previously agreed upon. All IC 1 and non-preexisting (new) IC 2 software deficiencies fixed before Gov't acceptance.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.1.3 - Contractor shall ensure the full functionality of new software through internal software development testing and supporting the Government acceptance testing cycle.	All software changes successfully pass the Government acceptance testing cycle.	All IC 1 and non-preexisting (new) IC 2 software deficiencies fixed before Government acceptance.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy
PWS 5.1.4 & 5.3.4 - The contractor shall provide Information Assurance Vulnerability Management (IAVM) support for the ULL-AE baseline	System in compliance with AR 25-2, DoDD 8500.1, DoDI 8500.2, and is able to achieve a valid ATO/IATO to operate on DoD	Software is 99% compliant with latest IAVA patches and delivered on schedule or addressed in the POA&M.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and

<b>Performance Objectives</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>
	networks.		accuracy.
For each version and SCP release, the contractor shall provide updated documentation consisting of System User Manuals (SUM), System Support Reference Guide (SSRG), System Interface Guides, Software Version Description (SVD) and technical & functional documentation for ULLS-AE. PWS 5.1.5 & 5.3.6	All documentation updates delivered free of errors with all changes identified.	Documentation delivered on schedule and passes Gov't acceptance testing.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.1.6 - The contractor shall provide functional and technical telephonic customer assistance.	All calls received during normal business hours answered in a timely manner. Monthly customer activity report delivered NLT the end of the 5 <sup>th</sup> business day after each month.	No more than 2 complaints per month for failure to respond to telephonic requests for assistance. Monthly customer activity report delivered on time.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.1.7 & 5.2.4 - The contractor shall participate in all scheduled contract team reviews, evaluation analysis, walkthrough, status meetings, configuration control meetings, weekly management meetings, In- Process Reviews (IPR) meetings, and any other related meetings.	All meetings documented within 3 business days of the conclusion of the meeting.	Minutes complete and submitted on schedule.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.

<b>Performance Objectives</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>
PWS 5.1.8 & 5.2.5 - The contractor shall designate a person to serve as the primary point of contact (POC) for cost, schedule and performance. Program Management Plan (PMP) updates shall be provided 15 days after the completion of each program update.	POC for project management assigned at all times. PMP provided 15 days after completion of monthly update.	PMP submitted on schedule.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.1.9 - Government Furnished Equipment (GFE) shall be provided to the contractor by the Government. The contractor shall provide accountability of equipment.	Full accountability of GFE maintained at all times	GFE is accounted for 100% of the time.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.1.10 & 5.2.6 & 5.6 - Travel is required to fulfill the services outlined under this task. The contractor shall provide estimates for travel. All travel will be approved in writing by the COR. Trip reports are provided within 10 workdays upon completion of trip.	All travel requests and trip reports completed accurately, timely, and submitted for approval.	Travel requests and trip reports complete and submitted on schedule.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.2.1 & 5.3.5 - The contractor shall deliver ULLS-AE training products to include programs of instruction, lesson plans, practical exercises, and	All training material updates delivered free of errors with all changes identified.	Training materials submitted on schedule and accepted by Government.	COR will track and review support and deliverables for effectiveness, thoroughness,

<b>Performance Objectives</b>	<b>Performance Standards</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>
interactive screen help to correspond with software modifications.			timeliness, completeness and accuracy.
PWS 5.2.2 - The contractor shall perform site surveys, fielding, data conversion and training for ULLS-AE.	All fielding and training are delivered in a timely, accurately, and professional manner.	There shall be no more than five percent (5%) of the course critiques that are below average per Quarter.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.2.3 - The contractor shall maintain a subject matter expert support team responsible for responding to requests for training, over the shoulder support, maintaining lesson plans, and providing field support to the help desk.	SME team is available and performs customer service to include help desk field support and on-site training	SME team is available and customer feedback is no less than 98% satisfactory per Quarter.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy.
PWS 5.3.3 - The contractor shall develop approved enhancements.	All software enhancements will be developed following industry-accepted software engineering practices and delivered IAW approved development schedule.	Development schedules met with zero slippage unless previously agreed upon. All IC 1 and non-preexisting (new) IC 2 software deficiencies fixed before Government acceptance.	COR will track and review support and deliverables for effectiveness, thoroughness, timeliness, completeness and accuracy

## **7.0 QUALITY ASSURANCE SURVEILLANCE PLAN FOR SERVICES**

7.1. This QASP has been designed to provide the U.S. Government COR an effective and systematic surveillance method for each listed services in the Unit Level Logistics System – Aviation (Enhanced) contract.

7.1.1. The QASP provides a systematic method to evaluate the services the contractor is required to furnish – not the details of how the contractor accomplishes the work.

7.1.2. This QASP is based on the premise that the contractor and not the Government are responsible for management and quality control actions to meet the terms of the contract. The Performance Requirements recognize that the contractor is not a perfect manager and that the unforeseen and uncontrollable problems do occur. Good management and use of an adequate quality control plan will allow the contractor to operate within specified performance requirements. CORs are to be objective, fair and consistent in evaluating contractor performance against the standards.

7.2. CONTRACTING OFFICER REPRESENTATIVE SURVEILLANCE SCHEDULE. The COR will develop a monthly surveillance schedule based on the surveillance plan's requirements. The monthly schedule will be completed no later than the last workday of the preceding month. Copies of the schedule shall be sent to the contracting officer. The schedule shall be marked "FOR OFFICIAL USE ONLY" and shall not be shown to the contractor.

7.3. UNACCEPTABLE PERFORMANCE. If performance is judged unacceptable, the COR will initiate a Contract Discrepancy Report (CDR) and obtain the contractor's representative's initials on the record of the observation and submit it, with the checklist recording the unacceptable performance, to the Contracting Officer. The seriousness of the situation should govern whether the COR should provide the Contract Discrepancy Report to the Contracting Officer as soon as unacceptable performance is indicated or wait until not later the third workday of the month following the surveillance.

7.4. INFORM CONTRACT MANAGER. The COR must always contact the contractor's manager or on-site representative and inform them of what was wrong. Have the manager initial the entry on the checklist. The COR must note on the back of the checklist where the defect was found, the time and method of notification, and the COR's initials.

7.5. REVISIONS TO QASP. Revisions to the surveillance plan are the joint responsibility of the functional area chief (requirements technical representative) and the contracting officer. See attachment.

7.6. PERIODIC SURVEILLANCE. Items are inspected using checklists at a given frequency (daily, monthly, etc.). These checklists are to be contained in this section. The checklist will contain elements of contract performance extracted from the Performance Work Statement.

**EXHIBIT B:**

**UNIT LEVEL LOGISTICS SYSTEM – AVIATION (ENHANCED) CONTRACT.**

**Note:** Each task has been numbered in Section 5 of the PWS. For example, Task 1 is the ULLS-A (E) Post Deployment Software Support (PDSS). Each deliverable shows the task or tasks it applies to. The first contractor deliverables are the SCMP, QCP, RMP and PMP.

Deliverables	Description	Due Date	Task 1	Task 2	Task 3
Data Conversion Handbook (Tasks 1, 2 & 3)	Step-by-step instruction booklet describing the tasks to be performed prior to converting data from one system to another.	20 days after Task Order award	X	X	X
Software Configuration Management Plan (SCMP) (Tasks 1 & 3)	Describes the procedures used to track changes within a software system.	15 days after award of the base year	X		X
Software Requirements Specifications (SRS) per Module (Tasks 1 & 3)	Requirements specification of each program in a software system.	30 days after changes / enhancements are authorized	X		X
ULLS-A (E) End User Manual Updates (Tasks 1, 2 & 3)	Describes all the information related to the ULLS-A (E) system that an end user would need to know or reference.	Provided to Government at the same time the software is provided to the Gov. to test	X	X	X



	With each new ICP/SCP the manual will require an update.				
ULLS-A (E) System Support Reference Guide (SSRG) (Tasks 1, 2 & 3)	The technical system support manual for ULLS-A (E). With each new ICP/SCP the manual will require an update.	Provided to Government at the same time the software is provided to the Gov. to test	<b>X</b>	<b>X</b>	<b>X</b>
ULLS-A (E) CBT/IMI Update (Tasks 1, 2 & 3)	Incorporate ICP/SCP changes in the CBT/IMI related to the ULLS-A (E) system that an end user would need to know or reference.	Provided to Government at the same time the software is provided to the Gov. to test	<b>X</b>	<b>X</b>	<b>X</b>
ULLS-A (E) Tutorial Update (Tasks 1, 2 & 3)	Incorporate ICP/SCP changes in the Tutorial related to the ULLS-A (E) system that an end user would need to know or reference.	Provided to Government at the same time the software is provided to the Gov. to test	<b>X</b>	<b>X</b>	<b>X</b>
ULLS-A (E) Training Course (Tasks 1, 2 & 3)	Training materials (POI, Lesson Plans, Handouts and/or P.E. to support ULLS-(E) implementation training.	Provided to Government to support Gov. testing and fielding	<b>X</b>	<b>X</b>	<b>X</b>

Software Code and Documentation (Tasks 1 & 3)	All coding and documentation will become government owned upon completion of government testing. On line tutorials and help is part of the documentation with the software.	Provided to Government at the same time the software is provided to the Gov. to test	<b>X</b>	<b>X</b>	<b>X</b>
Quality Control Plan (QCP) (Tasks 1, 2 & 3)	Provides the procedures, roles and responsibilities to manage products to the highest quality level and meeting customer expectations	15 days after award of the base year	<b>X</b>	<b>X</b>	<b>X</b>
Risk Management Plan (RMP) (Tasks 1, 2 & 3)	Provides the process for identifying, prioritizing, and planning for the reduction of risk	15 days after award of the base year	<b>X</b>	<b>X</b>	<b>X</b>
Project Management Plan (PMP) (Tasks 1, 2 & 3)	Final version of plans, procedures, roles and responsibilities for managing the project including any updates resulting from testing	15 days after award of the base year	<b>X</b>	<b>X</b>	<b>X</b>

Monthly Progress Reports (Tasks 1, 2 & 3)	Written status of project progress, activities completed, upcoming activities, and issues to be addressed	Monthly (15 <sup>th</sup> )	<b>X</b>	<b>X</b>	<b>X</b>
Minutes of Meetings (Tasks 1, 2 & 3)	Written summary of meeting key discussion points, attendees, purpose of meeting, action items assigned, and issues to be resolved.	As requested by government	<b>X</b>	<b>X</b>	<b>X</b>
Monthly Cost Report (Tasks 1, 2 & 3)	Written Status of Expenditures	Monthly (15 <sup>th</sup> )	<b>X</b>	<b>X</b>	<b>X</b>
Trip Report (Tasks 1, 2 & 3)	The contents and format of the report are to be agreed upon between the parties.	Within 10 workdays after completion of any trip, as requested by government	<b>X</b>	<b>X</b>	<b>X</b>
Software Version Description (SVD) (Tasks 1 & 3)	Description of contents of ICP/SCP change packages with load & implementation instructions	Provided to Government at the same time the software is provided to the Gov for release, after completion of test	<b>X</b>		<b>X</b>

Final Compiled Software program and Documentation (Tasks 1 & 3)	All coding and documentation will become government owned upon completion of government testing. On line tutorials and help is part of the documentation with the software.	Provided to Government after final Government testing and approval for release of changed program	X	X	X
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## **8.0 TASK ORDER TERMS AND CONDITIONS**

### **8.1 Problem Resolution.**

The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR and GSA Contract Specialist as soon as possible. Verbal reports shall be followed up with written reports when directed. This notification shall not relieve the contractor of its responsibility to correct problems for which they are responsible. The contractor shall work cooperatively with the Government to resolve issues as they arise.

### **8.2 Disclosure of Information.**

Information made available to the contractor by the Government for the performance or administration of this task order shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

### **8.3 Records/Data**

All data and data rights associated with this task order become the property of the U. S. Government in accordance with FAR 52.227-14, Rights in Data-General (Dec 2007). The Government will have exclusive rights over any developed software and applications databases under this task order.

### **8.4 Limited Use of Data.**

Performance of this task order may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except as authorized by Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

#### **8.5 Privacy Act.**

Work under this task order may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### **8.6 Security Considerations.**

Security for this project is CLASSIFIED TS/SCI All documentation (i.e. DD 254) required for security certification will be the responsibility of the contractor and the client organization. Contractor personnel shall be required to follow local procedures and policies including protection of classified information, building physical security, and attending required security/safety briefings.

#### **8.7 Task Order Funding**

It is anticipated that the task will be incrementally funded.

#### **8.8 Ceiling Price Notification.**

Per clause “Incremental Funding – Time and Material/Labor Hour” provided in full text under Section 10.0 Task Order Clauses and Provisions, the contractor is reminded – “The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.”

#### **8.9 Ceiling Price Management.**

The task order will be managed based on the total task order ceiling price.

#### **8.10 Section 508 Compliance.**

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194. This regulation (36 CFR 1194) implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at (<http://www.section508.gov>).

The contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, and Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

#### **8.11 Non-Personal Services.**

GSA will not issue orders to provide services prohibited by Subpart 37.1 of the Federal Acquisition Regulations (FAR). Administration and monitoring of the contractor's performance by GSA or the Client Representative shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task.

- 1) Provide for direct supervision of all contract employees assigned to the task.
- 2) Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- 3) Ensure close communication/coordination with the GSA Project Manager or Contract Administration Specialist, reporting problems to them as they occur (not waiting for a meeting).
- 4) Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- 5) Do not assign contractor personnel to work under direct Government supervision.
- 6) Maintain a professional distance from Government employees.
- 7) Provide contractor employees with badges, if appropriate, identifying them as contractors.

- 8) Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- 9) Assign a task leader to the task order. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternative.
- 10) When travel is required for the performance on a task, contractor personnel are only to travel as directed by their contract management.

#### **8.12 Past Performance Information.**

In accordance with FAR 42.15 Contractor Performance Information, past performance evaluations shall be prepared for each contract that exceeds the simplified acquisition threshold. For severable contracts, interim evaluations will be required prior to exercising any option periods. For non-severable contracts, evaluations must be collected, coordinated and reported upon completion of the contract.

The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractor's are required to register in the CPARS, so contractor's may review and comment on past performance reports submitted through the CPARS.

Please go to the following sites to register and then respond to all on this email, so we know you have completed the process:

**CPARS** <https://www.cpars.csd.disa.mil/>

**PPIRS** <http://www.ppirs.gov>

#### **9.0 INVOICING AND PAYMENT.**

The contractor shall submit invoices for payments in accordance with the format contained in GSAM 552.232-70, Invoice Requirements, to be considered proper for payment.

##### **9.1 Payment Information**

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract number in the ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's DUNS number in the Central

Contractor Registration (CCR), <http://www.ccr.gov>. Mismatched information will result in rejected purchase orders and payments.

- Company Name – Legal Business Name and DBA (Doing Business As) Name
- Mailing Address – Contact and Address Information
- Remittance Address – Remit To Address Information
- Employer’s Identification Number – Federal Tax ID
- DUNS (Data Universal Numbering System)

## **9.2 Invoice Information**

The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- Invoice Number – do not use any special characters; ITSS and the invoice must match
- ACT Number from GSA Form 300, Block 4 (To be provided upon award)
- GSA Task Order Number – must match ITSS
- Contract Number from GSA Form 300, Block 3
- Point of Contact and Phone Number
- Remittance Address
- Period of Performance for the billing period
- Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out as follows:
  - Skill Level Number, Associated Skill Level Name, and Employee Name
  - Actual Hours Worked During the Billing Period
  - Travel itemized by individual and trip; backup information is required to substantiate the traveler’s name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other expenses) for each trip. This information must be provided in sufficient detail to allow verification of JTR compliance and verification with approved Action Items relative to authorized travel
  - Other Direct Costs itemized by specific item and amount
- Prompt Payment Discount, if offered
- Total Invoice Amount – must match the acceptance information posted in ITSS and cannot exceed the current task order ceiling

## **9.3 Invoice Submittal**

Invoices shall be submitted simultaneously to GSA’s electronic Web-Based Order Processing System (currently ITSS) and to GSA’s Accounts Payable Branch not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance of services within thirty (30) days, the contractor shall submit an invoice. Invoices shall be submitted monthly through GSA’s electronic Web-Based Order Processing System (ITSS) to allow the client to electronically accept and certify services received by the COR. Electronic acceptance by the COR is



considered concurrence and acceptance of services. The Contractor shall also submit a proper invoice to GSA's Accounts Payable Branch.

Original invoices shall be marked (stamped) "Original Copy" and submitted to GSA. For revised invoices, the Contractors should provide: 1) a distinguishing invoice number, 2) a brief explanation and 3) a cross reference to any previous invoice submission(s) for purposes of tracking and avoiding duplicate payments. The contractors can distinguish revised invoices by inserting an "R" at the end of the original invoice number, i.e. Inv123456 (original), Inv123456R (revised). If this invoice were to be submitted a second time, the invoice number would be INV12345R2. This pattern can be repeated as needed.

Contractor may submit an electronic invoice on GSA's Finance web site, (<http://www.finance.gsa.gov>), or mail a hardcopy to the following address. Electronic posting is preferred and will result in a quicker payment. NOTE: Only use one method of submission, web site or regular U.S. mail, but not both.

Hardcopy invoice shall be submitted to:

General Services Administration  
Finance Operations and Disbursement (BCEB)  
299X  
P.O. Box 219434  
Kansas City, MO 64121-9434

The invoice information posted in ITSS must match the invoice information submitted to GSA's finance center to initiate a receiving report. The contractor's information in the Central Contractor Registration (CCR), (<http://www.ccr.gov>), must always match the contractor's information in ITSS. Incorrect or non-matching information is the contractor's responsibility and will result in rejected invoices or other similar delays in payment.

Charges shall not exceed the authorized cost limits established for the task order. The government will not pay any unauthorized charges.

Original receipts, travel vouchers, and related documentation that have been completed in accordance with Government Federal Travel Regulations (JTR) shall be maintained by the contractor and made available to Government auditors upon request. Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Contracting Officer.

Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed and include the Release of Claims.

## **10.0 ESTIMATED WORKLOAD for Six Month Extension**

Below are the estimated number of hours necessary to perform for the six month extension..

<b>Labor Categories - Task 1</b>	<b>Total Labor Hours</b>
Administration/Clerical (Senior)	920
Applications Developer (Entry)	2760
Applications Developer (Senior)	1840
Applications Systems Analyst (Journeyman)	1840
Information Assurance/Security Specialist (Entry)	1840
CSC - Applications Systems Analyst (Jrnymn.) (GS)	920
Project Manager	920
Quality Assurance Specialist (Journeyman)	920
Quality Assurance Specialist (Senior)	920
Program Manager	460
	<b>13340</b>
<b>Task 2</b>	
Administrative/Clerical (Entry)	920
Applications Systems Analyst (Journeyman) - GS	920
Network Specialist (Journeyman)	920
Project Manager	460
Training Specialist (Senior)	920
Training Specialist (Journeyman)	920
	5060
<b>Task 3</b>	
Applications Systems Analyst (Journeyman)	92
Applications Developer (Entry)	92
Applications Developer (Senior)	92
CSC - Applications Systems Analyst (Jrnymn.) (GS)	92
	368

#### **11.0 TASK ORDER CLAUSES AND PROVISIONS:**

**(A) FAR 52.217-8 Option to Extend Services:**

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted as a result of revisions the prevailing labor rates provided by the secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder will not exceed six (6) months. The Contracting officer may exercise the option by written notice to the contractor within thirty (30) days of the end date of the base period.

**(B) FAR 52.217-9 Option to Extend the Term of the contract:**

(a) The Government may extend the term of this contract by written notice to the contractor within thirty (30) days, provided the Government gives the Contractor a preliminary notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contracts will be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, will not exceed three ~~(3)~~years.

**(C) Incremental Funding – Time and Materials/Labor Hours**

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or

otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

**(D) DFARS 252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DOD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

**(E) FAR 4.804-3 Closeout of paying office contract files.**

The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the CO. The paying office shall close the contract file upon issuance of the final payment voucher.

**(F) FAR4.804-4 Physically completed contracts.**

(a) Except as provided in paragraph (b) of this section, a contract is considered to be physically completed when-

(1)(i) The contractor has completed the required deliveries and the Government has inspected and accepted the supplies;

(ii) The contractor has performed all services and the Government has accepted these services; and

(iii) All option provisions, if any, have expired; or

(2) The Government has given the contractor a notice of complete contract termination.

(b) Facilities contracts and rental, use, and storage agreements are considered to be physically completed when-

(1) The Government has given the contractor a notice of complete contract termination; or

(2) The contract period has expired.

(G) 252.209-7999, Representation by Corporation Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under the Federal law within the preceding 24 months.

**(H)**

**SOFA Contract Clause**

**INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS**

**UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly

responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.



(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

## **(I) CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY**

### **IN THE REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer” (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

“Uniform Code of Military Justice” means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. □The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instruction, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The

deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

#### **Contingency Conditions Clause**

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.–ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization

- (ii) Identify any exemptions thereto;
- (iii) Detail how the position would be filled if the individual were mobilized; and
- (iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
- (i) Military clothing and protective equipment.

#### **Contingency Conditions Clause**

- (1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.
- (3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.
  - (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.
  - (2) The Contractor shall ensure that its personnel who are authorized to carry weapons—
    - (i) Are adequately trained;
    - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
    - (iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

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**Contingency Conditions Clause**

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(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or



(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

**(J) Clauses Incorporated by Reference.**

The following clauses are incorporated by reference:

**FAR**

52.217-5      Evaluation of Options (Jul 1990)  
52.237-5      Continuity of Services (Jan 1991)

**GSAM**

552.217-71    Notice Regarding Options (Nov 1992)  
552.232-70    Invoice Requirements (Sep 1999)  
552.232-78    Payment Information (Jul 2000)

**DFARS**

252.225-7042 Authorization to Perform  
252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the  
United States